

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hogan Lovells US LLP

2. Registration Number

2244

3. Primary Address of Registrant

555 13th Street, NW, Columbia Square, Washington, DC 20004-1109

4. Name of Foreign Principal

UK Office of Victor Pinchuk Foundation

5. Address of Foreign PrincipalThird Floor, 95 The Promenade
Cheltenham, Gloucestershire, United Kingdom
UNITED KINGDOM GL50 1HH**6. Country/Region Represented**

UKRAINE

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) See Appendix for Response☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

UK Office of The Victor Pinchuk Foundation is the UK registered, private, non-partisan, philanthropic company limited by guarantee primarily focused on advancing artistic, scientific, charitable, benevolent and philanthropic purposes in Ukraine or related to Ukraine. The Foundation was established in 2006 by businessman and public figure, Victor Pinchuk.

b) Is this foreign principal:

| | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Foreign Principal is owned and controlled by Victor Pinchuk, a Ukrainian businessman and public figure. Although the Ukrainian Government does not own or control the Foreign Principal, the Ukrainian Government is the principal beneficiary of the Registrant's activities undertaken at the request of the Foreign Principal.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/16/2023Aleksandar Dukic/s/Aleksandar Dukic

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/16/2023

Aleksandar Dukic



Appendix

Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

UK Office of The Victor Pinchuk Foundation is the UK registered, private, non-partisan, philanthropic company limited by guarantee primarily focused on advancing artistic, scientific, charitable, benevolent and philanthropic purposes in Ukraine or related to Ukraine. The Foundation was established in 2006 by businessman and public figure, Victor Pinchuk.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Hogan Lovells US LLP

2. Registration Number
2244

3. Name of Foreign Principal
UK Office of Victor Pinchuk Foundation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/15/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant's activities involve assisting the Foreign Principal with bringing an exhibit on Russian war crimes against Ukraine to the United States Capitol complex. The Registrant engages with Members of Congress to arrange for the display of the exhibit.

The Registrant's activities subject to this registration will be provided on a pro bono basis, without any compensation. Pursuant to a different agreement, the Registrant also provides unrelated non-profit and tax counsel to the Foreign Principal, which is of a strictly legal nature and is not subject to FARA registration.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant's activities involve assisting the Foreign Principal with bringing an exhibit on Russian war crimes against Ukraine to the United States Capitol complex. The Registrant engages with Members of Congress to arrange for the display of the exhibit.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant's activities involve assisting the Foreign Principal with bringing an exhibit on Russian war crimes against Ukraine to the United States Capitol complex. The Registrant engages with Members of Congress to arrange for the display of the exhibit. Although the Ukrainian Government does not own or control the Foreign Principal, the Ukrainian Government is the principal beneficiary of the Registrant's activities as they relate to the exhibit.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

The Registrant's activities involve assisting the Foreign Principal with bringing an exhibit on Russian war crimes against Ukraine to the United States Capitol complex. The Registrant engages with Members of Congress to arrange for the display of the exhibit. Although the Ukrainian Government does not own or control the Foreign Principal, the Ukrainian Government is the principal beneficiary of the Registrant's activities as they relate to the exhibit.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------------------------------------|---------|--------|---------|
| See Appendix for Response | | | |

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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

-
13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies or things of value in connection with activity on behalf of the foreign principal or transmitted monies or things of value on behalf of the foreign principal or transmitted monies or things of value to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/16/2023Aleksandar Dukic/s/Aleksandar Dukic

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/16/2023

Aleksandar Dukic



Appendix
Response to Item 11-Detail

| Date | Contact | Method | Purpose |
|-------------|---|----------------|----------------|
| 02/03/2023 | Elizabeth Farrar Deputy Staff Director, Senate Committee on Rules and Administration | Telephone Call | See above |
| 02/03/2023 | Senator Amy Klobuchar | Telephone Call | See above |
| 02/04/2023 | Shil Patel Chief of Staff, Senator Thom Tillis | Email | See above |
| 02/07/2023 | Richard Perry Chief of Staff, Office of Senator Lindsey Graham | Email | See above |



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February 15, 2023

By Electronic Mail

Natalia Burnosova
UK Office of Victor Pinchuk Foundation
Third Floor, 95 The Promenade
Cheltenham, Gloucestershire
GL50 1HH
United Kingdom

Dear Natalia,

Hogan Lovells US LLP (the "Firm") is pleased to assist the Victor Pinchuk Foundation (the "Organization") with bringing an exhibit of Russian war crimes to the U.S. Capitol. Unless otherwise specified in writing, the attached general terms of representation will govern our engagement on this matter, as well as any other pro bono matters that we agree to undertake in the future.

We appreciate the opportunity to work with you on this matter. Please sign and return this cover letter (the "Transmittal Letter") to us at your convenience.

Best regards,

A handwritten signature in blue ink that reads "T. Clark Weymouth".

T. Clark Weymouth
Partner
t.weymouth@hoganlovells.com
D +202 637 8633

AGREED AND APPROVED

VICTOR PINCHUK FOUNDATION

| | |
|-------|-----------------------------------|
| By | |
| Name | Viktoriia Cherniavska |
| Title | Under the PoA dated 14 March 2022 |
| Date | 15 February 2023 |

cc: Deen Kaplan

Type text here

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services in connection with the matter referred to in the Transmittal Letter on the basis described in that letter and as follows:

1.) Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter. In addition, you agree that our representation of you in the agreed matter or matters shall not require us to take actions that we regard as repugnant or imprudent.

An important element of our pro bono work is to provide our associates with meaningful opportunities to expand their advocacy and other legal skills by directly representing clients, including arguing motions and trying cases. Accordingly, you agree that, after consultation with you, we will have the discretion to decide which of our colleagues is best suited to handle a particular task or assignment.

2.) Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Furthermore, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities.

3.) Understanding Regarding Fees and Other Charges

We will not charge you fees for our professional legal services rendered in connection with the matters set forth in the Transmittal Letter. We will, however, expect you to reimburse us for out-of-pocket expenses (such as filing fees, registration fees, expert witness fees, transcript fees, external delivery fees or work-related travel expenses) that we incur in connection with the representation, and we will periodically send statements reflecting these expenses. In any circumstance where we represent you in litigation, we reserve the right to seek to recover fees and costs through the adjudicating tribunal, to the extent permitted by law.

4.) Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the Organization's policies that are relevant to our work.

5.) Termination of Representation

You may terminate our representation of you at any time. We may terminate our representation of you and withdraw as your counsel (or seek to withdraw as your counsel if the representation is before a court or other tribunal) if:

- a) We are required to withdraw because any continued representation of you would result in a violation of the Rules of Professional Conduct or applicable law;
- b) The subject of the representation is concluded by execution of a court order or judgment or written agreement between the parties;
- c) We discover a conflict of interest that cannot be cured with informed consent from the necessary parties;
- d) You persist in a course of action involving our services that we reasonably believe is criminal or fraudulent;
- e) You seek to use our services to perpetrate a crime or fraud;
- f) You insist that we assert a frivolous claim or defense on your behalf;
- g) You fail substantially to fulfill an obligation to us regarding our services — including the duty to cooperate — and continue such failure after a reasonable warning from us that we will withdraw if the obligation is not promptly and properly fulfilled;
- h) The representation will result in an unreasonable financial burden on us, taking into account the amounts at issue in the matter in which we are representing you;
- i) Obdurate or vexatious conduct by you renders the representation unreasonably difficult;
- j) There is a material change in circumstances, such as if you move to another jurisdiction;
- k) Withdrawal can be accomplished without material adverse effect on your interests; or
- l) In a proceeding before a tribunal, we believe in good faith that the tribunal will find the existence of good cause for withdrawal.

6.) Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of Hogan Lovells may have dealings with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and our other clients, you and we agree as follows with respect to certain conflict of interest issues:

- a) You agree that we may represent other clients (including future clients) in matters that involve you or are adverse to you, as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:
 - i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;
 - ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor or other party in interest;

- iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
- iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
- v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
- vi. Litigation matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then shall have the right to withdraw from our representation of you pursuant to these General Terms of Representation, to the extent permitted by the applicable Rules of Professional Conduct.

b) In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction, as long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients are comprised of different attorneys. If you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) We take very seriously our obligation to maintain the confidentiality of information that we receive from our clients. This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive authorization, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

e) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

f) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.

g) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include: print and online descriptions of Hogan Lovells' services, brochures, presentations

to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

7.) In-House Attorney-Client Privilege

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm.

8.) Client Files; Retention; Disclosure Issues

Certain documents (both hard-copy and electronic) that we maintain pertaining to this engagement (the "Client File") will be your property. Upon your request, we will return to you any documents in the Client File, though we shall be entitled to make and retain copies thereof. Any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you. We shall maintain the Client File for seven (7) years. After that, we may destroy the subject documents without further communication with you.

Please allow three weeks for us to respond to any "value of services" request from you, your auditors or otherwise.

9.) Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

10.) Arbitration of Disputes

The parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial, as well as the extensive discovery rights and strict evidentiary rules typically permitted in judicial proceedings. While arbitration might result in cost and time savings, the parties recognize that they will be waiving their right to a judicial appeal. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules shall govern the arbitration, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

11.) Data Privacy and Security

We understand that security of data relating to our representation of you is critically important to our clients. The Firm has been ISO 27001 certified since January 11, 2013.

12.) Hogan Lovells

a) As used in these General Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found at <http://www.hoganlovells.com>.

b) Pursuant to these General Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including any work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word "partner" is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see <http://www.hoganlovells.com>.

13.) Nature, Limits and Application of These Terms

These General Terms of Representation supersede any prior agreement with you and will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. Unless otherwise specified in writing, these General Terms of Representation will govern our engagement on this matter, as well as any other pro bono matters to which we mutually agree in the future. If you disagree with any of these Terms, please advise us immediately in writing so that we can resolve any differences and proceed with a clear understanding of our relationship.